

CONTRACT FOR GAS PIPE RELOCATION UNDER
ACCESS ROAD AT 97+027

NO. 1061-0011-2024-144
2024.5.31

Concluded on 24MAY, 2024, in Novi Sad, between:

1. CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD (abbreviated: CCECC Balkan) from Belgrade-Zemun, Address: Batajnički drum 3. deo 6a, Registration No.: 29507031, Tax ID: 109874997, represented by the Representative of the branch of the foreign citizen CHEN, Zhongzheng, passport no: PE2146197 from the People's Republic of China (hereinafter: Contractor) on the one side. &

2. AMKOR DOO ZA TRGOVINU I USLUGE EXPORT-IMPORT NOVI SAD (abbreviated: Amkor DOO NOVI SAD) from Novi Sad, Address: Ćirila I Metodija 174, Registration No.: 20737409, Tax ID: 107077683, represented by the Director Aleksandar Nikolić, ID: 1006984800039, from Republic of Serbia (hereinafter: Subcontractor) on the another side.

Whereas:

Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Transportation, Construction and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the "Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija)" (hereinafter referred to as Commercial Contract) ;

Contractor is authorized to undertake all the execution of works on Civil and Track Engineering on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija).

In order to build an access road to the underpass by another subcontractor, and for the smooth construction of the SS+TT Stepanovicevo building and the performance of other construction works, it is necessary to relocate the existing gas pipeline, which is positioned in the part where the access road needs to be built.

UGOVOR ZA IZMEŠTANJE GASOVODI I SPOD
PRILAZNOG PUTA NA 97+027

Broj: 01-24-05/24
Datum: 24.05.2024

Zaključen dana 24. MAJ 2024. godine, u Novom Sadu, između:

1. CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD (skraćeno: CCECC Balkan) iz Beograda-Zemuna, ul. Batajnički drum 3. deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa predstavnik ogranka strano lice CHEN, Zhongzheng, broj pasoša: PE2146197 iz Narodne Republike Kine (u daljem tekstu: Izvođač) sa jedne strane.

i

2. AMKOR DOO ZA TRGOVINU I USLUGE EKSPORT-IMPORT NOVI SAD (skraćeno: Amkor DOO NOVI SAD) iz Novog Sada, Adresa: Ćirila I Metodija 174, Matični broj: 20737409, PIB: 107077683, koga zastupa direktor Aleksandar Nikolić, ID: 1006984800039, iz Republike Srbije (u daljem tekstu: Podizvođač) sa druge strane.

S obzirom na to da:

Konzorcijum CRIC-CCCC je 7. jula 2018. godine, zajedno sa Ministarstvom saobraćaja, građevine i infrastrukture Republike Srbije i Infrastrukturom Železnice Srbije doo potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji mađarsko-srpske pruge na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)” (u daljem tekstu Komercijalni ugovor);

Izvođač je ovlašćen da preuzme izvođenje svih građevinskih radova na niskogradnji i pruži na Projektu modernizacije i rekonstrukcije mađarsko-srpske pruge na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija).

Kako bi se izgradio pristupni put podvožnjaku od strane drugog podizvođača, i radi nesmetane izgradnje zgrade SS+TT Stepanovicevo i izvođenja drugih građevinskih radova, potrebno je izvršiti relokaciju postojećeg gasovoda koji je pozicioniran na delu gde je potrebno da se napravi pristupni put.

The Subject of the Contract

Article 1

1.1 The subject of this Contract is gas pipe relocation under access road at Km97+027.

1.2 According to the Subcontractor's Offer No. p-08-24 dated April 18, 2024, which forms an integral part of this contract.

1.3 Business cooperation will begin after the signing of the contract and will end of the restore of the original land surface.

The Obligations of the Contracting Parties

Article 2

2.1 The Subcontractor is obliged to:

- 1) perform work in all respects according to: valid legal regulations, valid technical regulations, norms and standards, generally accepted rules of the profession and the standard of care of a good businessman and according to the provisions of this contract and its eventual amendments and additions (annex) and the valid relocation project provided by the Contractor;
- 2) perform the works that are the subject of this Contract with its personnel potential, its machinery, as well as other means of work.
- 3) Organize the construction site in such a way as to ensure access to the location, protection of the environment for the duration of the works;
- 4) provide and submit a decision on the determination of the responsible contractor at the construction site.
- 5) Undertake to perform all the necessary actions and provide all the necessary services in the name of the performance of the contracted work within the framework of the performance of the works described in the Contract.

2.2 The Contractor is obliged to:

- 1) makes regular payments to the Subcontractor timely, in accordance with the contract;
- 2) notify the Subcontractor of all information related to the works;
- 3) act timely on the remarks of the Subcontractor, which refer both to the performance of the works itself and to the observed remarks in the technical documentation.

The Value and the Price Determination

Article 3

3.1 The agreed is a unit price contract, approximately

Predmet Ugovora

Član 1

1.1 Predmet ovog ugovora je izmeštanje gasovoda ispod pristupnog puta na Km97+027..

1.2 Prema Ponudi podizvođača br.p-08-24 od 18.04.2024.godine koja čini sastavni deo ovog ugovora.

1.3 Poslovna saradnja će početi nakon potpisivanja Ugovora i završiće se obnavljanjem prvobitne površine zemljišta.

Obaveze Ugovornih strana

Član 2

2.1 Podizvođač je u obavezi da:

- 1) obavlja sve poslove prema važećim zakonskim propisima, važećim tehničkim propisima, normativima i standardima, opšteprihvaćenim pravilima struke i standardu brige dobrog privrednika, kao i prema odredbama ovog Ugovora i njegovim eventualnim izmenama i dopunama (aneksima) i važećim premeštanjima projekta, koje je dao Izvođač;
- 2) izvodi radove koji su predmet ovog Ugovora sa svojim kadrovskim potencijalom, svojom mehanizacijom, kao i drugim sredstvima rada.
- 3) organizuje gradilište na način da se obezbedi pristup lokaciji, ali i zaštititi životna sredina za vreme trajanja radova;
- 4) obezbedi i dostavi rešenje o određivanju odgovornog izvođača radova na gradilištu.
- 5) Obaveže se da izvrši sve potrebne radnje i pruži sve potrebne usluge na ime izvođenja ugovorenog posla u okviru izvođenja radova opisanih u Ugovoru.

2.2 Dobavljač je dužan da:

- 1) vrši na vreme redovna plaćanja Podizvođaču, u skladu sa Ugovorom;
- 2) obaveštava Podizvođača o svim informacijama u vezi sa radovima;
- 3) blagovremeno postupa u skladu sa primedbama Podizvođača, koje se odnose kako na samo izvođenje radova tako i na uočene primedbe u tehničkoj dokumentaciji.

Određivanje vrednosti i cene

Član 3

3.1 Ugovoren je ugovor o jediničnoj ceni, približno iznosi

amounts is 1,448,438.00 RSD without VAT (in word: one million four hundred forty eight thousand four hundred thirty eight dinars) for the performance of works mentioned above.

3.2 Payment will be within 30 days after received the official invoice then acceptable by both parties.

Terms and Method of the Payment

Article 4

4.1 There is no advance payment will be paid.

4.2 Contractor will pay to subcontractor once when the performance work is completed.

The Deadline for the Execution of the Works

Article 5

5.1 The deadline for the execution of works is 7 days after signing of the contract by both contracting parties, and securing of the location for the work.

5.2 The start and end of the works will be recorded in the Construction Diary.

5.3 The Contracting Parties stipulate that the deadline from paragraph 1 of this article may be, exceptionally, extended in the event of force majeure, as well as if the Subcontractor is prevented from performing the contracted works due to the actions of third parties on the Construction Site, or if the delay occurred due to the actions of the Contractor.

5.4. In the event that the deadline is extended for reasons specified in the previous paragraph, the agreed deadline for the execution of works will be extended by the number of working days that those disturbances persisted.

5.5 The Contracting Parties stipulate that all potential delays will be noted in the daily progress record, and the Subcontractor will notify the Contractor of the same in writing.

HSE

Article 6

6.1. Subcontractor to execute the relocation works shall following the HSE rules, regulation, law etc what is announced by the government and/or industry. If any accident occurred on site, subcontractor shall bear full responsibility.

The Warranty

Article 7

7.1 The Subcontractor shall warranty for the performed

1.448.438,00 dinara bez PDV-a (slovima milion četiri stotine četrdeset osam hiljada četiri stotine trideset osam dinara) za izvođenje gore navedenih radova).

3.2 Plaćanje će biti u roku od 30 dana nakon prijema zvanične fakture, koja je prihvaćena od obe strane.

Rok i način plaćanja

Član 4

4.1 Nema avansnog plaćanja.

4.2 Izvođač će platiti podizvođaču jednom kada se posao završi.

Rok za izvođenje radova

Član 5

5.1 Rok za izvođenje radova je 7 dana od potpisivanja ugovora od strane obe ugovorne strane i obezbeđenjem lokacije za izvođenje radova.

5.2 Početak i završetak radova biće evidentirani u Građevinskom dnevniku.

5.3 Ugovorne strane predviđaju da se rok iz stava 1. ovog člana može, izuzetno, produžiti u slučaju više sile, kao i ako je podizvođač sprečen da izvrši ugovorene radove zbog radnji trećih lica na građevini ili ako je do kašnjenja došlo usled radnji Izvođača.

5.4. U slučaju da se rok produži iz razloga navedenih u prethodnom stavu, ugovoreni rok za izvođenje radova biće produžen za broj radnih dana koliko su te smetnje trajale.

5.5 Ugovorne strane predviđaju da će sva potencijalna kašnjenja biti zabeležena u dnevnoj evidenciji napretka, a Podizvođač će o tome pismeno obavestiti Izvođača.

Bezbednost

Član 6

6.1. Podizvođač za izvođenje radova na premeštanju će se pridržavati HSE pravila, propisa, zakona itd. onoga što objavi vlada i/ili industrija. Ukoliko se na gradilištu dogodi bilo kakva nezgoda, podizvođač snosi punu odgovornost

Garancija

Član 7

7.1 Podizvođač garantuje za kvalitet izvedenih radova u

works in period of 60 months.

The Termination of the Contract Article 8

8.1 Each contracting party may terminate the Contract only for the reason of non-fulfillment of contractual obligations of the other Contracting Party.

8.2 In the case from the previous paragraph, the Contracting Party that requests the termination of the contract due to non-fulfillment of the contractual obligations of the other Contracting Party, must first call the other Contracting Party to fulfill its contractual obligations and give it a deadline of 5 days to fulfill the contractual obligations.

8.3 If the Contracting Party, which is called upon to fulfill its contractual obligations, does not fulfill its contractual obligations even in the subsequent period, the Contracting Party that requests termination of the contract due to non-fulfillment of contractual obligations will send a statement of termination to the Contracting Party that has not fulfilled its contractual obligations.

8.4 The Contract is considered terminated on the day of receipt of the declaration of termination of the Contract. The contractual party that terminated the contract due to non-fulfillment of the contractual obligations of the other contractual party reserves the right to compensation for damages.

The Transfer and Revision of the Contract Article 9

9.1 The contracting parties agree that the rights and obligations from this Contract cannot be unilaterally transferred without the consent of the other contracting party.

9.2 Any amendment or supplement to this Contract or additional obligation assumed by any of the Contracting Parties in connection with this Contract shall be binding only if it is made in writing and signed by both Contracting Parties.

Clausula Salvatorius Article 10

101 In the event that any provision of this Agreement is held invalid or unenforceable, in whole or in part, all other provisions shall remain in effect and the provision or part of the provision that cannot be enforced shall be severed from this Agreement.

periodu od 60 meseci.

Raskid Ugovora Član 8

8.1 Svaka ugovorna strana može raskinuti Ugovor samo iz razloga neispunjavanja ugovornih obaveza druge ugovorne strane.

8.2 U slučaju navedenom u prethodnom stavu, ugovorna strana koja zahteva raskid Ugovora zbog neispunjavanja ugovornih obaveza druge ugovorne strane, mora prvo da pozove drugu ugovornu stranu da ispuní svoje ugovorne obaveze i da joj da rok od 5 dana za ispunjenje ugovornih obaveza.

8.3 Ukoliko Ugovorna strana, koja je pozvana da ispuní svoje ugovorne obaveze, ni u narednom periodu ne ispuní svoje ugovorne obaveze, Ugovorna strana koja zahteva raskid Ugovora zbog neispunjavanja ugovornih obaveza će poslati izjavu o raskid ugovornoj strani koja nije ispunila svoje ugovorne obaveze.

8.4 Ugovor se smatra raskinutim danom prijema izjave o raskidu Ugovora. Ugovorna strana koja je raskinula Ugovor zbog neispunjenja ugovornih obaveza druge ugovorne strane zadržava pravo na naknadu štete.

Prenos i revizija ugovora Član 9

9.1 Ugovorne strane su saglasne da se prava i obaveze iz ovog Ugovora ne mogu jednostrano prenositi bez saglasnosti druge ugovorne strane.

9.2 Svaka izmena ili dopuna ovog Ugovora ili dodatna obaveza koju preuzme bilo koja od Ugovornih strana u vezi sa ovim Ugovorom biće obavezujuća samo ako je sačinjena u pisanoj formi i potpisana od obe Ugovorne strane.

Clausula Salvatorius Član 10

101. U slučaju da se bilo koja odredba ovog Ugovora smatra nevažećom ili neprimenljivom, u celini ili delimično, sve ostale odredbe će ostati na snazi i odredba ili deo odredbe koji se ne može primeniti biće odvojen od ovog Ugovora.

Confidentiality
Article 11

11.1. The Subcontractor undertakes to keep confidential all information obtained during the stay at the Contractor's premises for the purpose of carrying out works in the name of the realization of the contracted business cooperation and the implementation of actions and services performed in order to perform the works described in this Agreement.

The Governing Law and Dispute Resolution
Article 12

12.1 The provisions of the relevant laws in force in the Republic of Serbia, primarily the provisions of the Law on Obligations, shall be applied to everything that is not regulated by this Agreement.

12.2 The Contracting Parties agree to resolve any disputes that may arise during the validity of this Contract through mutual agreement and peaceful means, and if this is not possible, agree to the jurisdiction of the competent court in Belgrade.

Language and The Number of the Specimens
Article 13

13.1 This contract is writing in English and Serbian, In case of any contradiction, the English version shall prevail. And communication shall be used English.

13.2 The contract is drawn up in 4 (four) identical copies, of which each contracting party keeps 2 (two) copies for its own needs.

Poverljivost
Član 11

11.1. Podizvođač se obavezuje da će čuvati u tajnosti sve podatke dobijene tokom boravka u prostorijama Izvođača radi izvođenja radova u ime realizacije ugovorene poslovne saradnje i realizacije radnji i usluga koje je izvršio u cilju izvođenja radova opisanih u ovom Ugovoru.

Merodavno pravo i rešavanje sporova
Član 12

12.1 Na sve što nije regulisano ovim Ugovorom primenjuju se odredbe relevantnih zakona koji su na snazi u Republici Srbiji, a pre svega odredbe Zakona o obligacionim odnosima.

12.2 Ugovorne strane su saglasne da sve sporove koji nastanu tokom važenja ovog Ugovora rešavaju sporazumno i mirnim putem, a ako to nije moguće, pristaju na nadležnost nadležnog suda u Beogradu.

Jezik ugovora i broj primeraka
Član 13

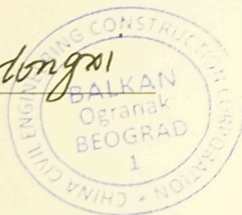
13.1 Ovaj ugovor je napisan na engleskom i srpskom jeziku. U slučaju bilo kakve kontradiktornosti, engleska verzija će imati prednost. A komunikacija će se koristiti na engleskom.

13.2 Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka za svoje potrebe.

Signed by:

Xue Hongxi

(for Party A)



Potpisao:



(za Ugovornu stranu B)